

2350903

NA  
(non-financial)

## CONTRACT AMENDMENT

attached to and made a part of the Sales Agreement dated September 16<sup>th</sup>, 2005

THIS CONTRACT AMENDMENT ("Amendment") is incorporated into and made part of that certain SALES AGREEMENT entered into on September 6<sup>th</sup>, 2005 by and between Plexis Group, L.L.C. and ("Plexis") and County of Fountain, Indiana ("Customer").

### AMENDMENT TO SALES AGREEMENT

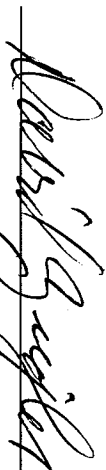
#### A. Section 2.10 MISCELLANEOUS – Item Number 5. LEGAL EXPENSES:

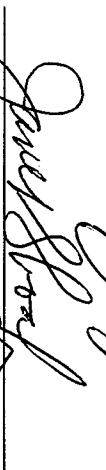
Modify Item number 5 in its entirety to read "LEGAL EXPENSES: If there is a dispute or legal action concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and other litigation or dispute resolution expenses, such as those for discovery proceedings, and employee expenses arising from pursuit of such legal action. If a party prevails only in part, then it shall be entitled to recover only that part of its litigation or dispute resolution expenses relating to the matters on which the party prevailed."

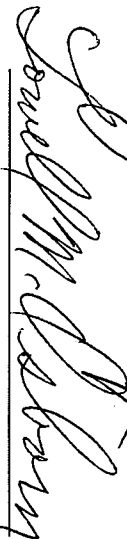
#### B. Section 2.10 MISCELLANEOUS – Item Number 12. WARRANTY DISCLAIMER:

Modify Item number 12 in its entirety to read "EXCEPT AS PROVIDED IN THE ATTACHED *EXHIBIT 4-1 (audisey™* Application Software License), THE PRODUCTS, INCLUDING THE LICENSED SOFTWARE, AND ALL SERVICES PROVIDED BY PLEXIS HEREUNDER, ARE PROVIDED TO CUSTOMER "AS IS," WITHOUT WARRANTY OF ANY KIND, AND PLEXIS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES ARISING BY LAW, STATUTE, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE.

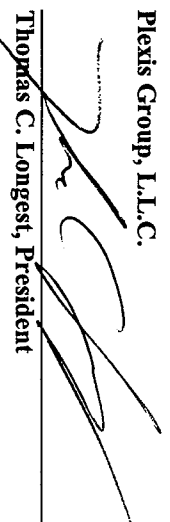
Fountain County Commissioners:







Plexis Group, L.L.C.

  
Thomas C. Longest, President

Date: August 2<sup>nd</sup>, 2005